

MORTON & CRAIG LLC
John R. Morton, Jr., Esq.
110 Marter Ave.
Suite 301
Moorestown, NJ 08057
Telephone: 856-866-0100
Attorney for: Ford Motor Credit Company LLC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:)	
)	Case No. 19-33082(SLM)
MARK J. DIPPEL)	
)	Chapter 13
)	
)	Hearing Date: 5-13-20
)	
)	<u>OBJECTION TO CONFIRMATION OF</u>
)	<u>MODIFIED PLAN</u>

Ford Motor Credit Company LLC, a secured creditor of the Debtor, objects to the Debtor's plan for the following reasons:

- a. **910 CLAIM; VEHICLE TITLED IN TWO NAMES; TERM OF LOAN EXCEEDS LENGTH OF PLAN; NO LEGAL BASIS FOR SURRENDER OF VEHICLE IN FULL SATISFACTION OF LOAN; FORD CREDIT, NOT LINCOLN AUTOMOTIVE IS THE CREDITOR:** Ford Credit holds a first purchase money security interest encumbering a 2017 Ford F250 purchased by the debtor and non-filing co-debtor, Theresa M. Dippel on 10-30-17, less than 910 days before filing. The vehicle is titled in the name of the debtor and non-filing co-debtor. The term of the loan exceeds the length of the plan. The modified plan

incorrectly lists Lincoln Automotive Financial Services as the creditor and seeks to surrender the vehicle in full satisfaction of the debt. There is no legal basis for this. See: In re: Hoffman, 359 B.R. 163, Bankr. E.D. Mich. 2006. Ford Credit should be permitted to sell the vehicle and if a deficiency balance remains, amend its claim to unsecured and participate in any dividend to unsecured creditors. If this court allows the plan to confirm in its present form, it will have no impact on the liability of the non-filing co-debtor for payment of the deficiency balance.

b. Bad Faith: Ford Credit reserves the right to challenge the good faith filing of the modified plan.

/s/ John R. Morton, Jr.

John R. Morton, Jr., attorney for
Ford Motor Credit Company LLC

Date: 4-14-20